Form OBD-65 Rev. 4-27-77 (Formerly DJ-304) OMB No. 43-R435 Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant			Name of Foreign Principal	
JAP.	AN EC	CONOMIC INSTITUTE of America	Government of Japan	
****		Check Approp	riate Boxes:	
1.	(xx	written contract. If this box is checked, attach two copies of the contract to this exhibit.		
2.		There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.		
3.		The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.		

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Serving the interest of the Government of Japan by preparing and providing to its subscribers as well as the Japanese Government reports and periodicals and legislative analysis on Japanese-United States relations, particularly in the area of trade, significant numbers of which documents contain political propaganda; lobbying before various official bodies (legislative and executive); organizing conferences which provide forums for the Japanese viewpoint; preparing material for distribution to media with a view to its publication which represents the Japanese viewpoint; advising Japanese officials and other activities of a similar nature.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attachment					
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes XX No \(\bigcirc					
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.					
See answer to question 5					
	,				
Date of Exhibit B	Name and Title	Signature			
July 31, 1984	Susan MacKnight Vice President	Sum Hace			
induce, persuade, or in any other way section of the public within the United	erein believes will, or which he intends influence any agency or official of the d States with reference to formulating, a reference to the political or public inter-	to, prevail upon, indoctrinate, convert.			

April 11 ,1984

The Embassy of Japan, 2520 Massachusetts Avenue, N.W.,
Washington, D.C. (hereinafter referred to as the "Embassy")
and the JAPAN ECONOMIC INSTITUTE of America, 1000 Connecticut
Avenue, N.W., Washington, D.C. (hereinafter referred to as
the "Institute") hereby agree and contract as follows:

1. During the Japanese fiscal year 1984, the Embassy,
order to promote friendly economic relations between Japan
and the United States and to encourage the expansion of
trade between the two countries, will provide the Institute,
with financial assistance to the extent required, within
the overall limitation of U.S. \$741,570.00 to actively
further these purposes. In turn, the Institute, during
the said fiscal year, will carry forward the activities
enumerated in paragraph 3.

- 2. The Embassy will supply the funds to the Institute quarterly, at the latter's request.
- 3. The Institute accepts the responsibility of advancing the purpose set forth in paragraph 1, by faithfully and efficiently providing the following services:
 - (1) Public information measures to disseminate throughout the United States information on the economic and trade problems of Japan and the United States;

- (2) Reports upon activities of the United States Congress and the Executive agencies which may in any way affect United States-Japan trade;
- (3) Representation of the interests of all parties involved in trade between the two countries and formal presentation of testimony thereon before the United States Congress and Executive agencies;
- (4) Sponsorship of meetings with the press and conferences with other interested persons to discuss the United States-Japan trade and related problems;
- (5) Maintenance of close coordination with other organizations, associations and individuals having interest in the United States foreign economic policies generally, and in the United States-Japan trade particularly;
- (6) Economic and statistical research on selected problems of significance to the trade between the two countries.
- 4. After the termination of the period covered by this contract (March 31, 1985), the Institute will render an accounting of all funds received hereunder and, if any balance remains, it shall be returned immediately to the Embassy.
- 5. If at any time the Institute fails to conscientiously provide the services enumerated in paragraph 3, or expends the funds received for purposes other than those contemplated

by this contract, the Embassy may decrease or suspend the further supply of funds and be entitled to the return of any funds not applied in good faith to further the purpose of this contract.

- 6. Qualified representatives of the Embassy may, whenever necessary and at any time, inspect the Institute activities in pursuance of this contract and the accounting records of the Institute dealing with expenditures undertaken hereunder.
- 7. Conflicts which may arise concerning the interpretation of the terms of this contract or matters thereto shall be resolved by agreement between the Embassy Minister whose signature appears below and the President of the Institute whose signature is also affixed hereto.
- 8. This contract shall come into force as of the first day of April, 1984.

In witness of the above agreement, Mr. Makoto Watanabe, representing the Embassy of Japan, and Mr. Robert C. Angel, for the JAPAN ECONOMIC INSTITUTE of America, have signed hereunder.

Makoto Watanabe Minister

Robert C. Angel President